

STATE OF MISSISSIPPI
COUNTY OF DESOTO

RETURN TO:
TAYLOR LAW FIRM
P.O. BOX 188
961 STATELINE RD. W.
SOUTHAVEN, MS 38671
(662) 342-1300

9/29/06 1:33:13 ^{LS}
BK 540 PG 465
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

WATERLINE EASEMENT

FOR IN CONSIDERATION of the herein named Denny Patterson, Jr. and wife, Mary A. Patterson making a gift to Walls Water Association, Inc., and other valuable consideration, the receipt of all which is hereby acknowledged, We, Denny Patterson, Jr. and wife, Mary A. Patterson, Grantors, do hereby convey and warrant unto Walls Water Association, Inc., Grantee, a 20.00 foot wide perpetual easement with the right to install, lay and thereafter use, operate, repair, maintain, replace and remove water mains, lines, connections and necessary appurtenances thereto, together with the right of ingress and egress over the Grantor's adjacent lands for the purpose of which the above mentioned rights area granted, on, over, and across the following described property in DeSoto County, Mississippi:

A part of the East Half of the Southwest Quarter (SW ¼) and part of the West Half of the Southeast Quarter (SE ¼) of Section 32, Township 1 South, Range 8 West, in DeSoto County, Mississippi, lying adjacent and parallel to the north line of Nail Road, and extending in a Easterly direction from the Grantor's West property line to the Grantor's East property line, said strip of land contains 0.216 acres, more or less.

Grantors herein acknowledge that they have been fully advised and understand that they are entitled to receive just compensation based upon an appraisal of this property for this conveyance and for damages, if any, but Grantors desire no compensation to donate the above described water line easement to Walls Water Association, Inc., and Grantors specifically waive any and all claims for damages or any claims whatsoever. Grantors specifically understand that they have the right to request that a fair market value appraisal of the property be made, and they hereby waive that right.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason for the installation referred to herein and Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damage will result from its use to Grantor's premises. This agreement together with other provisions of the grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors do covenant that they are the owners of the above mentioned land.

The Walls Water Association agrees, as part of this agreement, to move the permanent fence on the South side of this property 13 feet to the north, which will be 53 feet from the centerline of Nail Road prior to waterline installation. The Association also agrees to warrant the bore for the waterline under Mr. Patterson's driveway for a period of one year after the work is completed.

Jagan

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WITNESS OUR SIGNATURES ON THIS THE 16th DAY OF August, 2006.

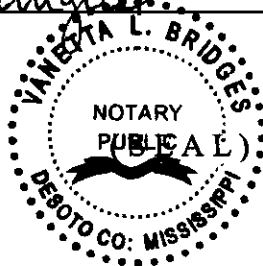
Denny Patterson Jr.
Denny Patterson, Jr

Mary A. Patterson
Mary A Patterson

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority at law, in and for the State and County aforesaid, the within named DENNY PATTERSON, JR. and wife, MARY A. PATTERSON who acknowledged that they signed and delivered the above and foregoing Easement on the day and year therein mentioned, as their free act and deed and for the purpose therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of August, 2006.



Vanetta L. Bridges
NOTARY PUBLIC

~~MY COMMISSION EXPIRES MARCH 28, 2008~~

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Prepared by:
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